

Conditions Independent Mediabrands bv

Article 1. General.

1. These terms and conditions apply to any offer, quotation and agreement between Independent Mediabrands International and all their websites), hereinafter referred to as "INDEPENDENT MEDIABRANDS", and a Client to which INDEPENDENT MEDIABRANDS has applied these terms, insofar as these terms and conditions Not explicitly and in writing by the parties.
2. The present terms and conditions shall also apply to agreements with INDEPENDENT MEDIABRANDS for the execution of which third parties must be involved by INDEPENDENT MEDIABRANDS.
3. The applicability of any purchases or other terms of the Client is expressly rejected.
4. If one or more provisions in these Terms and Conditions are at all times partially or invalid, or in any event, it shall remain fully applicable in these General Terms and Conditions. INDEPENDENT MEDIABRANDS and the Client will then consult with a view to agreeing new provisions replacing the null or void provisions, with as much as possible complying with the purpose and purpose of the original provisions.

Article 2. Confidentiality, execution and registration.

1. INDEPENDENT MEDIABRANDS has the right to make certain activities by third parties. The applicability of Article 7: 404, 7: 407 paragraphs 2 and 7: 409 of the Civil Code is expressly excluded.
2. The Client shall ensure that all data, of which INDEPENDENT MEDIABRANDS indicates that they are necessary or whose Client reasonably should understand that they are necessary for the performance of the Agreement, shall be provided to INDEPENDENT MEDIABRANDS in good time
3. After registration for an open registration, you will receive an email confirmation by e-mail. This will make your registration final. Approximately 4-5 weeks before the start of the course, you will receive an invitation, directions and invoice.
4. Incompany courses can be requested by phone or digital. For this you will receive a confirmation / quotation.

Article 3. Payment and collection costs

1. The invoice of the open enrollment courses will be given 4-5 weeks before the start of the course.
2. The invoice amount must, unless otherwise agreed, have been transferred within the stipulated payment period.
3. In case of late payment, you are in default of default. In addition to legal interest, you also owe extrajudicial costs, without prejudice to the right of Independent Mediabrands Education to charge the costs actually incurred.
4. In the event of non-timely payment, Independent Mediabrands Educations is entitled to terminate the agreement out of court and to recover any damages arising from this dissolution.

Article 4. Cancellation courses.

1. Cancellation by participant in an open registration.
You have the right to cancel participation in a course by e-mail. The cancellation date is valid for the e-mail date. If canceled within one week before the start of the course, we will charge 50% of the cost. If canceled within 48 hours, we will charge you a full fee. In case of cancellation, a replacement participant can be charged free of charge.
2. Cancellation by a client at an Incompany course.
You have the right to cancel participation in a course by e-mail. The cancellation date is valid for the e-mail date. If canceled within 4 weeks before the start of the course, we will charge a 50% cancellation fee. If canceled within one week of the start of the course, we will charge 100% cancellation fee.
3. Cancellation by Independent Mediabrands Education
Independent Mediabrands Education's courses have the right to cancel a course in which case the participant is entitled On repayment of the full amount paid by Independent Mediabrands Education. Independent Mediabrands Education is entitled at any time to change the date, time, times, and location of a course.

Article 5. Force majeure

1. INDEPENDENT MEDIABRANDS is not obliged to comply with any obligation to the Client if he is hampered by a circumstance that is not due to debt, neither under law, nor in law, or in terms of traffic Comes.

2. Force majeure is understood in these terms and conditions, in addition to what is understood by law and jurisprudence, to provide all of the outbreaks, or non-provision, of which INDEPENDENT MEDIABRANDS can not influence, but by which INDEPENDENT MEDIABRANDS is unable to fulfill its obligations to come. INDEPENDENT MEDIABRANDS also has the right to appeal to force majeure if the circumstance that prevents (further) compliance with the agreement occurs after INDEPENDENT MEDIABRANDS has been required to fulfill its commitment.

3. During the period of force majeure, INDEPENDENT MEDIABRANDS may suspend the obligations of the agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without obligation to compensation for damage to the other party.

Article 6. Liability.

1. If INDEPENDENT MEDIABRANDS should be liable, then this liability is limited to what is governed by this provision.
2. INDEPENDENT MEDIABRANDS is not liable for any damage whatsoever arising from the fact that INDEPENDENT MEDIABRANDS assumed incorrect and / or incomplete data provided by or on behalf of the Client.
3. If INDEPENDENT MEDIABRANDS should be liable for any damage, INDEPENDENT MEDIABRANDS's liability is limited to a maximum of one-time invoice value of an invoice, at least to that part of the contract covered by the liability.
4. INDEPENDENT MEDIABRANDS is solely responsible for direct damage.
5. Under direct damage, only the reasonable costs for determining the cause and extent of the damage, in so far as the determination relates to damage within the meaning of these terms and conditions, made possible reasonable costs for the defective performance of INDEPENDENT MEDIABRANDS To answer the agreement as much as they can be attributed to INDEPENDENT MEDIABRANDS and reasonable costs incurred to prevent or limit damage, insofar as the Client shows that these costs have resulted in the limitation of direct damage as provided for in these terms and conditions. INDEPENDENT MEDIABRANDS is never liable for indirect damages, including consequential damages, loss of profits, missed savings and damage due to company stagnation.

Article 7. Indemnification.

2. The Client indemnifies INDEPENDENT MEDIABRANDS for any third party claims that, in connection with the performance of the agreement, suffer damage and the cause of which is attributable to other than INDEPENDENT MEDIABRANDS. Should INDEPENDENT MEDIABRANDS be used by third parties for this purpose, then the Client is obliged to assist INDEPENDENT MEDIABRANDS both outside and in law and without delay doing anything that may be expected of him. Should the Client fail to take appropriate action, then INDEPENDENT MEDIABRANDS shall be entitled to do so without notice. All costs and damages incurred by INDEPENDENT MEDIABRANDS and third parties will be fully and indirectly at the expense of the Client.

Article 8. Applicable law and disputes.

All legal relationships with which INDEPENDENT MEDIABRANDS is a party is governed exclusively by Dutch law.